

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTEDACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS
☐ NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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CONTINUATION OF SF 1449

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Section A - General – Commercial Items

A.1 GENERAL - COMMERCIAL ITEMS

[] GSA Schedule Item: This order is for a commercial item subject to the terms and conditions of the GSA Schedule Contract cited and any additional terms and conditions included below as addenda to FAR clause 52.212-4, Contract Terms and Conditions -- Commercial Items, contained in the GSA Schedule Contract.

[X] Open Market Item: This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, attached to this order; and any additional terms and conditions included below as addenda to 52.212-4.

This order incorporates the following FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government, include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

B- SUPPLIES AND SERVICES**SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources necessary to deliver and/or perform the items below in accordance with the Specifications incorporated. The content definition of the various console and wedge configurations is described in attachment J-3 Launch Control System Console Enclosure Acquisition - *Console Enclosure Configurations*. (All supply items shall include delivery charges with each unit price):

| Item 001 | Item Description | Min Quantity | Unit Price | Extended Price | Delivery | Location |
|----------|-----------------------------|--------------|--------------------------|----------------|----------|----------|
| | 1st article items | | | | | |
| | FY2009 | | | | | |
| 001-A | OE/TM Enclosure Type C | 1 | \$_____ | \$_____ | 70 days | KSC |
| 001-B | OE/TM Mini Enclosure Type M | 1 | \$_____ | \$_____ | 70 days | KSC |
| 001-C | Wedge Enclosure Type A | 1 | \$_____ | \$_____ | 70 days | KSC |
| 001-D | 5RU RETMA enclosure | 2 | \$_____ | \$_____ | 70 days | KSC |
| 001-E | 6RU RETMA enclosure | 1 | \$_____ | \$_____ | 70 days | KSC |
| 001-F | Monitor Arms w/Mount | 2 | \$_____ | \$_____ | 70 days | KSC |
| 001-G | Telephone Brackets | 1 | \$_____ | \$_____ | 70 days | KSC |
| 001-H | Installation and assembly | 1 pkg | \$/hr_____ # hrs_____ | \$_____ | 77 days | KSC |
| | Total price | | | \$_____ | | |

Item 001 notes:

- All 1st article delivery locations are at Kennedy Space center (KSC) - EML - Bldg M6-0336, room 109.
- Delivery times are shown in calendar days after 90% Design Review approval. (Design Review is estimated to be complete 20 calendar days after award of contract).
- Identify the labor categories and applicable labor hrs for item 001-H.

ESTIMATED PRICE FOR ITEMS 002, 003 and 004

Section B - Supplies and Services

Offerors shall use the following tables to propose the estimated prices for each item shown. Offerors will calculate the estimated prices as a cumulative value based on the price ranges defined in the Price Addendum Tables shown below. See section L- *Proposal Submission C*) 1).

| Item 002 FY2010 | Item Description | Estimated Quantity | Estimated Cumulative Price |
|----------------------------|-----------------------------|-------------------------------|---|
| 002-A | OE/TM Enclosure Type A | 50 | \$_____ |
| 002-B | OE/TM Enclosure Type B | 6 | \$_____ |
| 002-C | OE/TM Enclosure Type C | 3 | \$_____ |
| 002-D | OE/TM Enclosure Type D | 5 | \$_____ |
| 002-E | OE/TM Mini Enclosure Type M | 2 | \$_____ |
| 002-F | Wedge Enclosure Type A | 21 | \$_____ |
| 002-G | Wedge Enclosure Type B | 5 | \$_____ |
| 002-H | Wedge Enclosure Type C | 6 | \$_____ |
| 002-I | Wedge Enclosure Type D | 3 | \$_____ |
| 002-J | Wedge Enclosure Type E | 2 | \$_____ |
| 002-K | 5RU RETMA Enclosure | 6 | \$_____ |
| 002-L | 6RU RETMA Enclosure | 12 | \$_____ |
| 002-M | 8RU RETMA Enclosure | 4 | \$_____ |
| 002-N | 10RU RETMA Enclosure | 6 | \$_____ |
| 002-O | 14 RU RETMA Enclosure | 5 | \$_____ |
| 002-P | Monitor Arms w/ Mount | 26 | \$_____ |
| 002-Q | Telephone Brackets | 24 | \$_____ |
| | | | |
| | ESTIMATED PRICE | | \$_____ |

| Item 003 FY2011 | Item Description | Estimated Quantity | Estimated Cumulative Price |
|----------------------------|-----------------------------|-------------------------------|---|
| 003-A | OE/TM Enclosure Type A | 28 | \$_____ |
| 003-B | OE/TM Enclosure Type B | 2 | \$_____ |
| 003-C | OE/TM Enclosure Type C | 2 | \$_____ |
| 003-D | OE/TM Enclosure Type D | 2 | \$_____ |
| 003-E | OE/TM Mini Enclosure Type M | 2 | \$_____ |
| 003-F | Wedge Enclosure Type A | 8 | \$_____ |
| 003-G | Wedge Enclosure Type B | 2 | \$_____ |
| 003-H | Wedge Enclosure Type C | 5 | \$_____ |
| 003-I | Wedge Enclosure Type D | 2 | \$_____ |
| 003-J | Wedge Enclosure Type E" | 2 | \$_____ |
| 003-K | 5RU RETMA Enclosure | 4 | \$_____ |
| 003-L | 6RU RETMA Enclosure | 2 | \$_____ |
| 003-M | 8RU RETMA Enclosure | 2 | \$_____ |
| 003-N | 10RU RETMA Enclosure | 2 | \$_____ |
| 003-O | 14 RU RETMA Enclosure | 2 | \$_____ |
| 003-P | Monitor Arms w/ Mount | 10 | \$_____ |
| 003-Q | Telephone Brackets | 4 | \$_____ |

Section B - Supplies and Services

| | | | |
|--|------------------------|--|----------|
| | | | |
| | ESTIMATED PRICE | | \$ _____ |

| Item 004 FY2012 | Item Description | Estimated Quantity | Estimated Cumulative Price |
|----------------------------|---|-------------------------------|---|
| 004-A | OE/TM Enclosure Type A | 52 | \$ _____ |
| 004-B | OE/TM Enclosure Type B | 2 | \$ _____ |
| 004-C | OE/TM Enclosure Type C | 2 | \$ _____ |
| 004-D | OE/TM Enclosure Type D | 2 | \$ _____ |
| 004-E | OE/TM Mini Enclosure Type M | 2 | \$ _____ |
| 004-F | Wedge Enclosure Type A | 2 | \$ _____ |
| 004-G | Wedge Enclosure Type B | 2 | \$ _____ |
| 004-H | Wedge Enclosure Type C | 30 | \$ _____ |
| 004-I | Wedge Enclosure Type D | 2 | \$ _____ |
| 004-J | Wedge Enclosure Type E | 2 | \$ _____ |
| 004-K | 5RU RETMA Enclosure | 6 | \$ _____ |
| 004-L | 6RU RETMA Enclosure | 6 | \$ _____ |
| 004-M | 8RU RETMA Enclosure | 2 | \$ _____ |
| 004-N | 10RU RETMA Enclosure | 2 | \$ _____ |
| 004-O | 14 RU RETMA Enclosure | 2 | \$ _____ |
| 004-P | Monitor Arms w/ Mount | 20 | \$ _____ |
| 004-Q | Telephone Brackets | 15 | \$ _____ |
| | | | |
| | ESTIMATED PRICE | | \$ _____ |
| | | | |
| | TOTAL ESTIMATED PRICE (ITEMS 002, 003 and 004) | | \$ _____ |

PRICE ADDENDUM TABLES FOR ITEMS 002, 003 AND 004

Offerors shall use the following addendum tables to propose range prices for each item shown. Offerors will establish an incremental quantity and determine the applicable number of ranges that define any significant price breaks, see section L- *Proposal submission C*) 1).

| Addendum to Item 002 FY2010 | Item Description | Quantity break | Unit price |
|--|--------------------------------------|--|--|
| 002-A | OE/TM Enclosure Type A (max qty 111) | 1 to _____ _____ to _____ _____ to _____ _____ to _____ _____ to _____ _____ to _____ _____ to _____ _____ to _____ _____ to 111 | \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ |
| 002-B | OE/TM Enclosure Type B (max qty 6) | 1 to _____ _____ to 6 | \$ _____ \$ _____ |

Section B - Supplies and Services

| | | | |
|-------|---|--|--|
| 002-C | OE/TM Enclosure Type C (max qty 3) | 1 to ____ ____ to 3 | \$_____ \$_____ \$_____ |
| 002-D | OE/TM Enclosure Type D (max qty 5) | 1 to ____ ____ to 5 | \$_____ \$_____ \$_____ |
| 002-E | OE/TM Mini Enclosure Type M (max qty 10) | 1 to ____ ____ to 10 | \$_____ \$_____ \$_____ |
| 002-F | Wedge Enclosure Type A, (max qty 28) | 1 to ____ ____ to ____ ____ to 28 | \$_____ \$_____ \$_____ |
| 002-G | Wedge Enclosure Type B (max qty 20) | 1 to ____ ____ to 20 | \$_____ \$_____ \$_____ |
| 002-H | Wedge Enclosure Type C (max qty 52) | 1 to ____ ____ to ____ ____ to ____ ____ to 52 | \$_____ \$_____ \$_____ \$_____ |
| 002-I | Wedge Enclosure Type D (max qty 20) | 1 to ____ ____ to 20 | \$_____ \$_____ \$_____ |
| 002-J | Wedge Enclosure Type E (max qty 10) | 1 to ____ ____ to 10 | \$_____ \$_____ \$_____ |
| 002-K | 5RU RETMA Enclosure (max qty 12) | 1 to ____ ____ to 12 | \$_____ \$_____ \$_____ |
| 002-L | 6RU RETMA Enclosure (max qty 22) | 1 to ____ ____ to 22 | \$_____ \$_____ \$_____ |
| 002-M | 8RU RETMA Enclosure (max qty 10) | 1 to ____ ____ to 10 | \$_____ \$_____ \$_____ |
| 002-N | 10RU RETMA Enclosure (max qty 11) | 1 to ____ ____ to 11 | \$_____ \$_____ \$_____ |
| 002-O | 14 RU RETMA Enclosure (max qty 11) | 1 to ____ ____ to 11 | \$_____ \$_____ \$_____ |
| 002-P | Monitor Arms w/ Mount (max qty 36) | 1 to ____ ____ to ____ ____ to ____ ____ to 36 | \$_____ \$_____ \$_____ \$_____ |
| 002-Q | Telephone Brackets (max qty 34) | 1 to ____ ____ to ____ ____ to ____ ____ to 34 | \$_____ \$_____ \$_____ \$_____ |

| Addendum to Item 003 FY2011 | Item Description | Quantity break | Unit price |
|--|--|---|--|
| 003-A | OE/TM Enclosure Type A (max qty 75) | 1 to ____ ____ to ____ ____ to ____ ____ to ____ ____ to ____ ____ to ____ | \$_____ \$_____ \$_____ \$_____ \$_____ \$_____ |

Section B - Supplies and Services

| | | | |
|-------|---|--|--|
| | | ___ to ___ | \$ _____ |
| | | ___ to ___ | \$ _____ |
| | | ___ to 75 | \$ _____ |
| 003-B | OE/TM Enclosure Type B (max qty 2) | 1 to 2 | \$ _____ |
| 003-C | OE/TM Enclosure Type C (max qty 2) | 1 to 2 | \$ _____ |
| 003-D | OE/TM Enclosure Type D (max qty 2) | 1 to 2 | \$ _____ |
| 003-E | OE/TM Mini Enclosure Type M (max qty 2) | 1 to 2 | \$ _____ |
| 003-F | Wedge Enclosure Type A (max qty 20) | 1 to ___ ___ to 20 | \$ _____ \$ _____ |
| 003-G | Wedge Enclosure Type B (max qty 20) | 1 to ___ ___ to 20 | \$ _____ \$ _____ |
| 003-H | Wedge Enclosure Type C (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 003-I | Wedge Enclosure Type D (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 003-J | Wedge Enclosure Type E (max qty 10) | 1 to ___ ___ to 10 | \$ _____ \$ _____ |
| 003-K | 5RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 003-L | 6RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 003-M | 8RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 003-N | 10RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 003-O | 14 RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 003-P | Monitor Arms w/ Mount (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 003-Q | Telephone Brackets (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |

| Addendum to Item 004 FY2012 | Item Description | Quantity break | Unit price |
|--|--------------------------------------|--|--|
| 004-A | OE/TM Enclosure Type A (max qty 100) | 1 to ___ ___ to ___ ___ to ___ ___ to ___ ___ to ___ | \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ |

Section B - Supplies and Services

| | | | |
|-------|---|--|--|
| | | ___ to ___ | \$ _____ |
| | | ___ to ___ | \$ _____ |
| | | ___ to ___ | \$ _____ |
| | | ___ to 100 | \$ _____ |
| 004-B | OE/TM Enclosure Type B (max qty 2) | 1 to 2 | \$ _____ |
| 004-C | OE/TM Enclosure Type C (max qty 2) | 1 to 2 | \$ _____ |
| 004-D | OE/TM Enclosure Type D (max qty 2) | 1 to 2 | \$ _____ |
| 004-E | OE/TM Mini Enclosure Type M (max qty 20) | 1 to ___ ___ to 20 | \$ _____ \$ _____ |
| 004-F | Wedge Enclosure Type A (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 004-G | Wedge Enclosure Type B (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 004-H | Wedge Enclosure Type C (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 004-I | Wedge Enclosure Type D (max qty 2) | 1 to 2 | \$ _____ |
| 004-J | Wedge Enclosure Type E (max qty 2) | 1 to 2 | \$ _____ |
| 004-K | 5RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 004-L | 6RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 004-M | 8RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 004-N | 10RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 004-O | 14 RU RETMA Enclosure (max qty 25) | 1 to ___ ___ to 25 | \$ _____ \$ _____ |
| 004-P | Monitor Arms w/ Mount (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |
| 004-Q | Telephone Brackets (max qty 50) | 1 to ___ ___ to ___ ___ to ___ ___ to 50 | \$ _____ \$ _____ \$ _____ \$ _____ |

INSTALLATION/ASSEMBLY PRICES – ITEMS 005, 006 AND 007

Section B - Supplies and Services

| | FY2010- Installation and assembly | Labor category | Labor cost |
|-----------------|---|----------------|-------------|
| Item 005 | Labor costs required to assemble and install all types of Console enclosures and wedges at KSC (provide average loaded rate per each applicable labor category) | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |

| | FY2011- Installation and assembly | Labor category | Labor cost |
|-----------------|---|----------------|-------------|
| Item 006 | Labor costs required to assemble and install all types of Console enclosures and wedges at KSC (provide average loaded rate per each applicable labor category) | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |

| | FY2012- Installation and assembly | Labor category | Labor cost |
|-----------------|---|----------------|-------------|
| Item 007 | Labor costs required to assemble and install all types of Console enclosures and wedges at KSC (provide average loaded rate per each applicable labor category) | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |
| | | _____ | \$/hr _____ |

(End of clause)

C- DESCRIPTION/SPECIFICATION/WORK STATEMENT**SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in section B in accordance with the specification titled:

Launch Control System Console Enclosure Acquisition - Specification (see attachment J-1, section J of solicitation)

And per the following service description:

ON-SITE ASSEMBLY AND INSTALLATION (Line items 005, 006 and 007)

Vendor and/or vendors' subcontractor(s) will provide the required tools and skilled labor necessary to un-pack and assemble onsite at KSC each Enclosure configuration ordered. Assembly will not require physically securing any Enclosure or Wedge to the floor or under floor substructure.

Vendor will join together a combination of assembled Enclosures and wedges in accordance with supplied floor plans for each task order depicting Enclosure and Wedge configurations. Installation will include vendor disposing of packaging material and performing area cleanup. Refuge containers external to each facility will be provided by NASA.

DELIVERY

Section C – Description/Specification/Work Statement

Vendor or vendors' subcontractor(s) will package for shipment, load, transport, and unload the items specified to the Kennedy Space Center (KSC), Florida. All items will be prepared for transport and subsequent assembly in facilities throughout KSC. Enclosure components will be +packaged with consideration given to size and weight for transport equipment, facility access via doors and elevators, unloading, and subsequent assembly. Elevators in the Launch Control Center (LCC) at KSC have doors measuring 54 inches wide by 97 inches high. Inside dimensions are 76 inches wide by 101 inches high by 72 inches deep.

Upon arrival at KSC, Vendor or vendors' subcontractor(s) will unload and transport the items to the appropriate KSC destination. Vendor will provide required tools, special transport equipment (i.e. moving dollies, carts, etc.), and the skilled labor necessary to unload and move the items to the appropriate KSC destination. Forklifts, if necessary for unloading trucks, will be provided by NASA.

Vendor will provide and deliver all Enclosure peripheral equipment, subassemblies, and materials (i.e. RETMA enclosures, monitor arms and mounts, telephone brackets, rails, levelers, nuts, bolts, washers, etc.) required to subsequently fully assembly each Enclosure configuration ordered.

CONTRACTOR'S SITE VISIT

Contractor shall coordinate a site visit to the Kennedy Space Center (KSC) during the first week after award. The visit is targeted to familiarize vendor with final location of the consoles and perform first design review.

1ST ARTICLE DESIGN REVIEW DELIVERABLES (Line item 001)

The 1st article design review shall be performed in two steps:

- 1st design review (30 % level) shall be performed during the 5 working days after award of order and be coordinated with contractor's site visit to KSC.
- 2nd design review (90% level) shall start 20 working days after award of contract at contractor's design site or via telecom at NASA's discretion.

Contractor shall provide the documentation outlined in the Data Requirement Description (DRD), attachment J-4 as described in section J of this solicitation.

D- PACKAGING AND MARKING

Preservation and packaging: Equipment shall be preserved and packaged in such a manner so as to protect and preserve the item prior to installation or use. Packaging techniques shall be used to prevent damage from vibration, shock and weather (including solar radiation) encountered during transportation, handling, and storage.

Shipping containers: Shipping containers shall be compatible with KSC onsite transportation, handling, and storage methods (see KSC 52.242-90- Controls applicable to contractor's activities). For convenient handling and stacking, containers having a gross weight of more than 65 kilograms (150 pounds) shall be provided with integral skids or pallets for shipment. Attach points shall be provided where applicable for crane hoists and tie downs.

Weight and size: The weight and cubic displacement of packaging and packing shall be held to a minimum consistent with the requirement of the item and the method of transportation. Equipment shall be designed so the configuration (i.e., item) may be disassembled as required and packaged for shipment.

Parts protection: There shall be an efficient, reliable, and economical system for the protection of all parts during manufacturing processes and in plant handling and storage. There shall be standardization of parts protection procedures, methods, materials, and devices, such as carts, boxes, containers, or transportation vehicles necessary to prevent damage to parts.

Section D – Packaging and Marking

Enclosures and accessories shall not be delivered with missing, inoperative, defective, bent, broken or otherwise damaged parts.

All loose burrs/metal fragments shall be vacuumed from the enclosures prior to acceptance at KSC.

All enclosures surfaces shall be cleaned to remove dust and dirt prior to acceptance at KSC.

Marking: Containers shall be marked in such a manner so as to easily identify the contents of the container without opening it. A packing list or other suitable shipping document shall accompany each shipment. The packing list may be enclosed in the package or securely attached to the outside of the package in a sturdy waterproof envelope. Where more than one package is involved in a shipment, the package containing the package list shall be identified with the words "Contains Packing List."

Packing lists shall include, but not be limited to, the following information:

- NASA Contract or Delivery Order number.
- Consignor's Name and address
- Consignee's Name and address
- Description of the material shipped, including item number, quantity, number of containers, and package number, if any.

Partial shipments: Will not be accepted unless authorized elsewhere in this order or authorized by the Contracting Officers representative at the time of delivery. The Government reserves the right to return partial shipments to the contractor, transportation charges collect.

E- INSPECTION AND ACCEPTANCE

52.209-4 First Article Approval - Government Testing. (SEP 1989) – (Modified)

(a) The Contractor shall deliver all units identified as 1st article items in section B of this RFP within 70 calendar days (10 weeks) from the date the First Article 90% Design Review is approved. Delivery shall be made to the Government at NASA's John F. Kennedy Space Center, FL, 32899 EML (Electromagnetic Laboratory), bldg number M6-0336, room 109 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 11 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

Section E – Inspection and Acceptance

(e) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(f) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(g) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

FIRST ARTICLE GOVERNMENT TESTING REQUIREMENTS

First article items are to be tested by the Government per Attachment J-2 Launch Control System Console Enclosure Acquisition - Government Acceptance Test Plan. Vendor or vendor representative is required to be onsite the Kennedy Space Center during acceptance testing of 1st article items. Duration of 3 work-days is estimated for completion of acceptance testing.

F- DELIVERIES OR PERFORMANCE

1st ARTICLE DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

NASA John F. Kennedy Space Center, FL, 32899

Marked for: TBD

Consignee: TBD

Contract Number: TBD

Organization/Office Code: TBD

Building No.: EML (Electromagnetic Laboratory) - bldg number M6-0336, room 109

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:

Vendor will provide Certificate of Conformance to Contracting Officer before or on delivery date.

(d) Additional marking instructions:

Containers shall be marked in such a manner so as to easily identify the contents of the container without opening it.

PRODUCTION ITEMS DELIVERY INSTRUCTIONS

Delivery of production units will be to the Kennedy Space Center, additional instructions (e.g., Mark For, Building Number, etc.) will be included in each delivery order.

(End of clause)

PERIOD OF PERFORMANCE

Section F – Deliveries or Performance

The period of performance of this contract is from date of award until 09/30/2012.

PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract regarding the unloading, assembly and installation of supplies (Service items 001-H, 005, 006 and 007 from section B of this RFP) shall be performed at the John F. Kennedy Space Center.

(End of clause)

G- CONTRACT ADMINISTRATION DATA

No applicable clauses under this section.

H- SPECIAL CONTRACT REQUIREMENTS

1852.242-72 Observance of Legal Holidays. (AUG 1992)

1852.223-75 Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)

1852.225-70 Export Licenses. (FEB 2000)

1852.216-78 Firm Fixed Price. (DEC 1988)

Estimated firm fixed price for Indefinite-Delivery/Indefinite-Quantity (IDIQ) items are inclusive of quantities shown for items 001 to 007.

(End of clause)

1852.215-84 Ombudsman. (OCT 2003) -- Alternate I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, James Hattaway, 321.867.7246; james.e.hattaway@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

1852.219-76 NASA 8 Percent Goal. (JUL 1997)

Section H – Special Contract Requirements

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

1852.223-70 Safety and Health. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable

Section H – Special Contract Requirements

adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a

Section H – Special Contract Requirements

solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

1852.223-73 Safety and Health Plan

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

1852.237-72 Access to Sensitive Information. (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

Section H – Special Contract Requirements

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its

Section H – Special Contract Requirements

service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:
Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (OCT 2007)

Definitions:

Kennedy Policy Directives (KNPDs)

NASA Headquarters Policy Directives (NPDs).

Kennedy NASA Procedural Requirements (KNPRs)

NASA Headquarters Procedural Requirements (NPRs).

Section H – Special Contract Requirements

Quality Assurance Guide (QA-UG)
Joint Documented Handbook (JHB)

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

| | |
|--------------|--|
| QA-UG-0001 | KSC Employee Safety & Health Pocket Guide (See Note 1) |
| JHB 2000 | Consolidated Comprehensive Emergency Management Plan |
| KNPD 1440.1 | KSC Records Management and Vital Records Programs |
| KNPD 1800.2 | KSC Hazard Communication Program (In addition to the above, the Contractor shall coordinate submission of hazardous material safety data to the NASA/KSC Materials Safety Data Sheet Archive with the Joint Base Operations Support Contract MSDS Program Administrator.) |
| KNPD 1810.1 | KSC Occupational Medicine Program |
| KNPD 8500.1 | KSC Environmental Management |
| KNPR 1600.1 | KSC Security Procedural Requirements |
| KNPR 1820.3 | KSC Hearing Loss Prevention Program |
| KNPR 1820.4 | KSC Respiratory Protection Program |
| KNPR 1840.19 | KSC Industrial Hygiene Programs (See Note 2 and Note 3) |
| KNPR 1870.1 | KSC Sanitation Program |
| KNPR 4000.1 | Supply and Equipment System Manual |
| KNPR 6000.1 | Transportation Support System |
| KNPR 8500.1 | KSC Environmental Requirements |
| KNPR 8715.3 | KSC Safety Practices Procedural Requirements |
| KNPR 8830.1 | Facilities and Real Property Procedural Requirements |
| KNPD 1860.1 | KSC Radiation Protection Program (Applicable for services performed at KSC and CCAFS involving procurement, use, or handling of ionizing or non-ionizing radiation producing equipment, devices, materials or operations such as: ultraviolet lamps, infrared devices, lasers, RF/microwave transmitters, x-ray) In addition to compliance with KNPD 1860.1 and 45SWI40-201 (if applicable), the Contractor shall submit, for the Contracting Officer's approval within 30 days after contract award, the names and addresses of laboratories used to perform activities |
| 45SWI40-201 | 45th Space Wing Instruction 40-201 Radiation Protection Program (In addition to KNPD 1860.1, applicable to contracts for services performed at CCAFS) |
| KNPR 2570.1 | KSC Radio Frequency Spectrum Management Procedural Requirements (Applicable to all construction or construction-related projects) During periods of special testing on Kennedy Space Center and at the Cape Canaveral Air Force Station, the Contractor may be required to cease radiating on any radio equipment that may be utilized at the time. Any construction equipment utilized by the Contractor which may be causing radio frequency interference will be required to shut down during special tests. NASA will utilize its frequency analysis equipment to determine the interference. |
| KNPD 1600.3 | Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property |

Note 1: Emergency Medical Treatment

The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.

Section H – Special Contract Requirements

Emergency Response onsite at KSC or CCAFS
911 from a landline phone service
321-867-7911 from a cell phone

KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (JAN 2007)**A. Identification of Employees****1. Badging**

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.

ii. Prior to proceeding with performance, the contractor shall submit the following information to the contracting officer, who will certify it and pass the information on to the Badging office:

- a. Contract number and location of work site(s);
- b. Contract commencement and completion dates;
- c. Status as prime or subcontractor; and,
- d. Name of the Contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)

iii. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

iv. To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.

2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance

i. In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.

- a. KSC Form 20 - 87, NASA PRP Investigation and Qualification Data Request;
- b. FD Form 258, Fingerprint Card
- c. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,

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d. Optional Form 306, Declaration for Federal Position Employment.

B. Badging Restrictions/Categories

1. White Temporary Pass (WTP). Under current KSC security restrictions, an “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The Contractor’s designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can vouch for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.

2. Pink Temporary Pass (PTP) Any individual for whom the designated security/badging official cannot vouch in accordance with the above criteria will be issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.

3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).

4. Access to Controlled Areas within KSC.

i. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either “escorted” or “unescorted” access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer’s Technical Representative (COTR), in addition to the NACI forms listed above in paragraph A.3.a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.

ii. The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office’s approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.

iii. All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor’s responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the Contractor’s workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.

iv. The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by \$100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of \$100.00 per person.

v. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for

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unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.

vi. One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The Contractor shall maintain a record of employees receiving the training.

vii. This project is to be performed in a limited access area. The designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor is _____ (fill in quantity).

ORDERING PROCEDURES

- a) As quantities are known, the Government may issue individual orders for items identified in the schedule for:
 - a combination of supplies and installation/assembly services, or
 - supplies only.
- b) Orders created against this contract shall only be issued by a Contracting Officer to support activities at the Kennedy Space Center.
- c) The Government will be able to order any quantity of supplies or combination of supplies and installation/assembly services up to the maximum order limitation specified in the contract:
 - The price for supplies will be based on the applicable price ranges provided in the Price Addendum Tables for items 002, 003 and 004 in section B of this solicitation. The price shall be determined as a cumulative amount that adds the price for the first number of items in the range (quantity times unit price for the first range) plus the price for the following number of items in the next range (quantity times unit price for the following range) and so on, up to the applicable estimated quantity for that item. For example: If estimated quantity is 15, and range is proposed from quantity 1 to 10 equal to *Price-1*, 11 to 20 is equal to *Price-2*, then, the evaluated cumulative amount for that item is 10 X *Price-1* plus 5 X *Price-2*.
 - The price for installation/assembly services will be based on the applicable labor categories and labor cost per hr as provided for items 005, 006 and 007 in section B of this solicitation. The price for each order shall be determined from the number of labor hrs proposed by the vendor required to perform the installation and assembly of the supplies ordered. The Government will assess if the proposed labor hrs are fair and reasonable for each order.

I- CONTRACT CLAUSES

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

52.202-1 Definitions. (JUL 2004)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006) - Alternate I (OCT 1995)

52.204-7 Central Contractor Registration. (APR 2008)

52.225-8 Duty-Free Entry. (FEB 2000)

52.227-14 Rights in Data--General. (DEC 2007)

52.219-28 Post-Award Small Business Program Rerepresentation. (JUN 2007)

52.246-16 Responsibility for Supplies. (APR 1984)

52.247-34 F.o.b. Destination. (NOV 1991)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)

52.225-18 Place of Manufacture. (SEP 2006)

(a) Definitions. As used in this clause--

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a

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product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of firm fixed priced delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 09/30/2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity identified in items 001-A to H in section B of this solicitation, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a combination of items in excess of the maximum quantity per fiscal year identified in schedule B of this solicitation.

(2) A series of orders from the same ordering office within 45 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

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- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 09/30/2012.

(End of clause)

52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)

- (a) *Definition.* Supplies, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; *provided*, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or

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test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time -

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in

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writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-15 Certificate of Conformance. (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on *[insert date]*, the *[insert Contractor's name]* furnished the supplies or services called for by Contract No[] via *[Carrier]* on *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: []

Signature: []

Title: []

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (FEB 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (5) Reserved.

☒ (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (JUN 2003) of 52.219-23.

☐ (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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☐ (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).

☒ (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

☒ (17) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

☒ (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

☒ (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☒ (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☒ (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (25) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (29) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (30)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

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[](31) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X](32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[](34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[](35) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](36) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X](37) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](38) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[](40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](41)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

Section I – Contract Clauses

[] (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

Section I – Contract Clauses

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xi) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

J- LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

J-1 Launch Control System Console Enclosure Acquisition - Specification, 26 pages.

J-2 Launch Control System Console Enclosure Acquisition - Government Acceptance Test Plan, 8 pages.

J-3 Launch Control System Console Enclosure Acquisition- Console Enclosure Configurations, 4 pages.

J-4 Launch Control System Console Enclosure Acquisition - Data Requirements – Document Number DR-001, 2 pages.

J-5 Safety and Health Plan (Submitted by offeror and to be incorporated IAW NFS 1852.223-73 (d))

K- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2009) -- Alternate I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision -

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

Section K – Representations, Certifications and Other Statements of Offerors

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____ (Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror

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represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

| |
|-------------------------------|
| Average Annual Gross Revenues |
| Number of Employees |

| | |
|-----------------|-------------------------------|
| ___ 50 or fewer | ___ \$1 million or less |
| ___ 51-100 | ___ \$1,000,001-\$2 million |
| ___ 101-250 | ___ \$2,000,001-\$3.5 million |

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| | |
|-------------------------------------|--|
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

(The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ____ has, ____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ____ has, ____ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this

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provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

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(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Canadian End Products:

| Line Item No. | Country of Origin |
|------------------------------|-------------------|
| _____ (List as necessary) | _____ |

(3) Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|------------------------------|-------------------|
| _____ (List as necessary) | _____ |

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|------------------------------|-------------------|
| _____ (List as necessary) | _____ |

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are

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no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ___ are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec.

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6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

| Listed End Product | Listed Countries of Origin |
|--------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

Section K – Representations, Certifications and Other Statements of Offerors

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ____ does ____ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

Section K – Representations, Certifications and Other Statements of Offerors

___ TIN: -----.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other -----.

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL SUBMISSION

The proposals shall be limited to a maximum of 25 pages, using Times New Roman font, size 12. Any excess pages will be removed and not evaluated.

Offerors will submit 5 sets of copies and one set in electronic format (CD-ROM electronic media) of all required proposal information, delivered by the offeror, commercial carrier or US Postal Service to NASA John F. Kennedy Space Center, Procurement Office – Mission Support, Mail Code: OP-MS
Attention: Rogelio Curiel, Kennedy Space Center, FL 32899.

Electronic submission of proposal via email is not accepted.

All volumes will be delivered NLT 4:30 p.m. local time April 10, 2009. Proposals arriving after the prescribed time for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1, Instructions to Offerors – Commercial items.

All proposals delivered in response to this solicitation will reflect the following information on the address label:

Section L – Instructions, Conditions and Notices to Offerors

(1) Solicitation NNK09280440R

(2) The legend, “To be delivered unopened to the Contracting Officer”

Offerors must submit proposals that will show details of offerors capability. The proposals shall include information in the following format:

a) **Technical Capability:**

Offerors proposals will be evaluated on their best technical approach in the solution of specific console enclosure technical requirements identified per the sub factors shown below while meeting the specifications identified in section C of this solicitation.

1) **Technical Approach:**

- i. **EMI approach:** Describe how your design will meet the electromagnetic interference (EMI) requirements of the applicable enclosures. Address EMI shielding effectiveness, minimizing reliance of consumables (i.e. EMI tape, film, chemicals, etc), treatment of penetrations, accessibility to the console and durability of materials
- ii. **Heat and Noise mitigation:** Describe how your design will provide heat removal given the specified heat loads & operating temperatures and remain within specified audible noise levels. Address the number and placement of fans used.
- iii. **Height and Space Approach:** Describe how your design will meet the specified enclosure height while maximizing the space available between the desktop and the RETMA enclosures attached to the hood.
- iv. **Design Approach-** Describe your approach for designing the console enclosures identified in this solicitation. Provide conceptual sketches and/or drawings, with dimensions, depicting the proposed OE enclosure, TM enclosure, OE/TM Mini enclosure, Angled Wedge, Straight Wedge, and Extended Desktop Wedge. Include in your description the use of customer Design Reviews, and subcontracts, if applicable, for key elements of the design, services, or key materials

2) **Schedule:** Describe your plan for constructing, delivering to, off loading, and assembling console enclosures onsite at KSC for the following potential orders. Include schedule correlation to solicitation response and the use of any applicable subcontractors:

- i. 1st article unit order in FY09 (include design review activities in your plan).
- ii. Estimated production unit order in FY10 (see estimated quantity for items 002 in section B of this solicitation). Include in your plan, a response that addresses the following hypothetical case:

If the Government should place an order for production “Type A” OE/TM Console Enclosures only, which has a best estimate quantity of 50, with a start of order estimated on 10/01/09 (after 1st article acceptance), what is the maximum economic-order quantity that could be delivered by 12/15/09 based on your historical and future production capabilities? Discuss your approach to scheduling and prioritizing orders to meet customer’s needs, to include surge capacity.

3) **Site visit:** A site visit may be conducted by NASA personnel at the offerors manufacturing site prior to contract award for demonstration of offerors manufacturing capabilities in meeting the Government’s requirements. The demonstration will only be required for those offerors identified by the Contracting Officer in the evaluation process as not been otherwise eliminated from competition.

Section L – Instructions, Conditions and Notices to Offerors

Information required for scheduling the demonstrations will be provided to the offerors by means of an instruction letter. Any offerors costs of preparing and hosting the demonstrations do not commit the Government to pay any costs incurred in the execution of such demonstrations for this solicitation or to contract for supplies or services.

b) Experience/Past Performance:

The Government will evaluate offerors recent and relevant experience and past performance information to assess how well offerors can be expected to perform the effort required by this solicitation.

Recent experience: Recent experience is defined as projects performed currently or in the last three years.

Relevant experience: Relevant experience is defined as past or current experience managing and performing contracts similar in scope, magnitude, and complexity to the Government acquisition. Relevancy is also defined as contracts with a broad range of technical complexity with emphasis placed on those offerors demonstrating previous experience with the points of interest identified in part 1- Technical approach shown above.

Offerors shall provide information on three (3) previous contracts for the Governments evaluation of Experience/Past Performance that includes:

- 1) Contract Number.
- 2) Identify customer or Government Agency (provide name, address).
- 3) Name, telephone number and e-mail address of point of contact.
- 4) Contract type.
- 5) Contract beginning and ending dates.
- 6) Original cost/price dollar value and delivery terms as initially awarded, as well as actual cost/price and delivery terms at contract/order completion.
- 7) Number of contract/order/ changes if applicable.
- 8) Brief description of scope. If applicable, offerors shall identify any problems encountered and corrective actions applied.

Offerors are advised that while the list of submitted contracts/orders are at the offerors' discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance

c) Price: Offerors shall submit pricing as firm fixed price for each line item as identified in section B of this solicitation. Offerors are provided with attachment L-2 Pricing Spreadsheet as an optional tool that can be used to submit this information (pages provided from spreadsheet do not count against proposal's max page limitation). Pricing information should include the following:

- 1) **PRICE AND PRICE ADDENDUM TABLE FOR RANGE PRICING** - To allow the Government to have some level of flexibility in terms of quantities ordered under this contract, the offeror is required to propose range prices for each type of supply identified for items 002, 003 and 004. The information shall be provided in the format shown in the Price Addendum Tables for items 002, 003 and 004 in section B of this solicitation. The offeror is allowed to structure their ranges (up to the maximum quantity shown for each line item) so that they reflect the quantities where significant prices breaks occur. The Government will be able to order any quantity up to the maximum within the ranges at the quoted prices.

Prices offered for the estimated quantities in items 002, 003 and 004 shall be determined as a cumulative amount calculated from the applicable price ranges provided in the Price Addendum Tables. The cumulative amount adds the price for the first number of items in the range (quantity times unit price for

Section L – Instructions, Conditions and Notices to Offerors

the first range) plus the price for the following number of items in the next range (quantity times unit price for the following range) and so on, up to the applicable estimated quantity for that item. For example: If estimated quantity is 15, and range is proposed from quantity 1 to 10 equal to *Price-1*, 11 to 20 is equal to *Price-2*, then, the evaluated cumulative amount for that item is 10 X *Price-1* plus 5 X *Price-2*.

- 2) **LABOR RATES FOR ASSEMBLY AND INSTALLATION** - The offerors averaged fixed hourly labor rate by fiscal year as detailed in items 005, 006 and 007 that includes wages, overhead, general & administrative expenses, and profit (rate is not inclusive of costs for the delivery of items, as unit price of each item shall already include delivery costs). The offeror must specify each applicable labor category appropriate to the skills required to perform the Assembly and Installation services identified in this solicitation.
- 3) **SAMPLE TASK – ASSEMBLY AND INSTALLATION** - The Government has created a hypothetical sample task, it will be used to assess the offerors quoted price for the installation and assembly of a typical number of supplies at KSC for FY2010. The order is based on the quantities and layout provided in attachment L-1 Launch Control System Console Enclosure Acquisition - Sample Floor Plan. The location is the third floor of the Launch Control Center (LCC) at KSC. Elevators in the (LCC) at KSC have doors measuring 54 inches wide by 97 inches high. Inside dimensions are 76 inches wide by 101 inches high by 72 inches deep.

Offerors shall provide an estimated total price using the applicable labor categories proposed in paragraph c) 2) above to include the estimated number of labor hours required to assemble and install the combination of units shown in the floor plan. The sample task is a hypothetical example used to evaluate the price factor related to the installation and assembly services under this solicitation; this sample task will not be made part of the contract.

- d) **Safety & Health Plan:** Offerors must include a proposed Safety and Health Plan that will address the work required under this solicitation to be performed on site at the KSC (e.g., assembly, installation) per clause 1852.223-73. The plan will be incorporated to the contract as approved by the Contracting Officer.
- e) **Other information:** as required in the synopsis/solicitation notice (e.g. size standard) and throughout this solicitation.

COMMUNICATIONS REGARDING THIS SOLICITATION

- (a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Rogelio Curiel
FAX: 321.867.2825
Email: Rogelio.Curiel-1@nasa.gov
Address: NASA John F. Kennedy Space Center, Procurement Office – Mission Support,
Mail Code: OP-MS/Attention: Rogelio Curiel, Kennedy Space Center, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

- (b) Questions or comments should be submitted no later than close of business day March 25, 2009 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

Section L – Instructions, Conditions and Notices to Offerors

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

NOTICES

The Government intends to award with an “all or none” basis, therefore, offerors must propose on all items; partial quotes will not be accepted.

All parts of this solicitation will be awarded under a single award basis. Multiple award delivery orders are not applicable.

LIST OF SECTION L ATTACHMENTS

L-1 Sample Task - Launch Control System Console Enclosure Acquisition - Sample Floor Plan, 2 pages.

L-2 Pricing Spreadsheet - Launch Control System Console Enclosure Acquisition – Pricing Spreadsheet.

M- EVALUATION FACTORS FOR AWARD**52.212-2 Evaluation - Commercial Items. (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shown in order of importance shall be used to evaluate offers:

1) Technical capability (technical sub factors are all equally important);

- i. **Technical Approach:** Offerors description of best technical approach to the following:
 - How the design will meet Electromagnetic interference (EMI) requirements of the applicable enclosures.
 - How the design will provide heat removal given the specified heat loads & operating temperatures and remain within specified audible noise levels.
 - How the design will meet the specified enclosure height while maximizing the space available between the desktop and the RETMA enclosures attached to the hood.
 - Your approach for designing the console enclosures to include conceptual sketches and/or drawings, with dimensions, depicting the console enclosures and wedges. The use of customer Design Reviews, and subcontracts, if applicable, for key elements of the design, services, or key materials.
- ii. **Schedule:** Offerors plan for constructing, delivering to, off loading, and assembling console enclosures onsite at KSC for the following potential orders:
 - 1st article unit order in FY09.
 - Estimated production unit order in FY10 inclusive of response to hypothetical case as described in section L, *Proposal Submission*, a), 2), ii of this solicitation.
- iii. **Site visit:** If the Government conducts site visits to offerors manufacturing sites, an evaluation of offerors manufacturing capabilities in meeting the requirements will be performed on an acceptable/unacceptable basis. The site visits will only be applicable

Section M – Evaluation Factors for Award

to offerors identified by the Contracting Officer as not been otherwise eliminated from competition.

- 2) **Experience/Past performance:** Offerors information on three (3) previous contracts for the Governments evaluation of Experience/Past Performance that includes contents detailed in section L, *Proposal Submission* b). The Government will evaluate offerors information by assigning one of the following confidence ratings: Very High, High, Moderate, Low and Very Low in accordance with FAR 15.305 (a)(2) and NFS 1815.305 (a)(2).
- 3) **Price:** Offerors will be ranked on a total evaluated price basis that includes the price of the minimum guaranteed and all estimated IDIQ quantities. Offerors price will be evaluated as follow:
 - i. PRICE AND PRICE ADDENDUM TABLES FOR RANGE PRICING – Prices and corresponding quantity breaks will be evaluated for price reasonableness.
 - ii. LABOR RATES FOR ASSEMBLY AND INSTALLATION - The offerors fixed hourly rates and any applicable labor category for item 005, 006 and 007 will be evaluated for price reasonableness.
 - iii. TOTAL EVALUATED PRICE - The total evaluated price calculation is based on three separate pricing components from section B of this solicitation: 1- The *total price* quoted for item 001, plus, 2- The *total estimated price* for the estimated quantities in line items 002, 003 and 004, plus, 3- The total estimated price for services to complete the sample task as defined in section L, *Proposal Submission*, c) 3).

Other Price Evaluation Factor:

FAR 52.225-1, *Buy American Act – Supplies*, applies to this solicitation. The price adjustments under FAR 25.105 *Determining reasonableness of cost*, may be applicable. The evaluated price will be calculated based on the total offered price plus the following adjustment:

If there is a domestic offer that is not the low offer, and the restrictions of the *Buy American Act* apply to the low offer, the contracting officer must determine the reasonableness of the cost of the domestic offer by adding to the price of the low offer, inclusive of duty—

- 12 percent, if the lowest domestic offer is from a small business concern. The contracting officer must use this factor, or another factor established in agency regulations, in small business set-asides if the low offer is from a small business concern offering the product of a small business concern that is not a domestic end product.

Technical capability and past performance, when combined, are more important than price.

(b) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)